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Attorneys for Plaintiff
 SAN FRANCISCO BAYKEEPER

IN THE UNITED STATES DISTRICT COURT
 FOR THE NORTHERN DISTRICT OF CALIFORNIA

BAYKEEPER, INC., d/b/a SAN FRANCISCO
 BAYKEEPER, a California non-profit corporation,

Plaintiff,

v.

CITY OF SOUTH SAN FRANCISCO, a California
 municipal corporation,

Defendant.

) Case No. CV-10 0921 SBA

) CONFIDENTIALITY STIPULATION

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CONFIDENTIALITY STIPULATION

Plaintiff San Francisco Baykeeper ("Plaintiff" or "Baykeeper") and defendant City of South San Francisco ("City") (collectively, "the Parties") hereby agree and stipulate to this Confidentiality Agreement in the above-entitled action.

WHEREAS the Parties wish to conduct open and frank settlement negotiations without the restraints that would arise should the Parties be concerned that their settlement negotiation communications could be used against them in other contexts;

THEREFORE, The Parties agree as follows:

(1) Neither Baykeeper nor the City shall cause to be published any statements made by the Parties in any meeting that the Parties mutually agree is a settlement meeting;

(2) Neither Baykeeper nor the City shall cause to be published any documents produced by one party to the other party that is identified as a Confidential Settlement Document;

(3) For purposes of this stipulation, "cause to be published" means providing in writing to a court, administrative agency, media outlet, including but not limited to a newspaper, magazine, radio station, television station, internet news blog, newsletter, trade newsletter or publication; or providing to any third party without the express agreement of that third party that they will not seek to have the statement or document published.;

(4) The term "Baykeeper" includes all Baykeeper's officers, employees, contractors successors and assigns, agents, and attorneys; and

(5) The term "City" includes all the City's officers, employees, contractors successors and assigns, agents, and attorneys.

Agreed and so stipulated:

Dated: September 24, 2010

Christopher A. Sproul

Christopher Sproul
Environmental Advocates
Attorney for Plaintiff San Francisco Baykeeper

1 Dated: ~~September~~ ^{October} 1, 2010


Gregory Newmark
Counsel for Defendant South San Francisco

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3 IT IS SO ORDERED.

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5 Dated: 11/17, 2010


Sandra Brown Armstrong
United States District Judge